

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK – WHITE PLAINS DIVISION**

SCREWS & MORE, LLC.,

Plaintiff

-against-

PECORA CORP., KENSEAL
CONSTRUCTION PRODUCTS CORP., &
GARVIN BROWN CONSTRUCTION
PRODUCTS, LLC.,

Defendant

ANSWER

**Civil Action No.
WP4 07 CIV. 3637**

Defendant, Kenseal Construction Products Corporation, as and for its Answer to the Complaint, hereby states:

The Parties

1. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 1.
2. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 2.
3. Defendant admits the allegations set forth in paragraph 3.
4. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 4.

Background

5. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 5.

6. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 6.

7. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 7.

8. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 8.

9. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 9.

10. Defendant denies the allegations set forth in paragraph 10.

11. Defendant denies the allegations set forth in paragraph 11.

12. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 12.

13. Defendant denies the allegations set forth in paragraph 13.

14. Defendant denies the allegations set forth in paragraph 14.

15. Defendant denies the allegations set forth in paragraph 15.

Jurisdiction and Venue

16. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 16.

17. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 17.

General Allegations

18. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 18.

19. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 19.

20. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 20, except admits that defendant Kenseal distributes silicone products and has branches located on the East coast.

21. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 21.

22. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 22.

23. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 23.

24. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 24.

25. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 25, except denies that defendant Kenseal approached a representative of Pecora regarding Screws & More's status.

26. Defendant denies the allegations set forth in paragraph 26.

27. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 27.

28. Defendant denies the allegations set forth in paragraph 28.

29. Defendant denies the allegations set forth in paragraph 29.

30. Defendant denies the allegations set forth in paragraph 30.

31. Defendant denies the allegations set forth in paragraph 31.

32. Defendant denies the allegations set forth in paragraph 32.

AS FOR PLAINTIFF'S FIRST CAUSE OF ACTION
(Vertical Price Fixing in Restraint of Trade)

33. In answer to the allegations set forth in paragraph 33, defendant repeats its answers to the allegations set forth in paragraphs 1 through 32 as if set forth at length herein.

34. Defendant lacks knowledge or information to admit or deny the allegations set forth in paragraph 34.

35. Defendant denies the allegations set forth in paragraph 35 as to Kenseal.

36. Defendant denies the allegations set forth in paragraph 36.

37. Defendant denies the allegations set forth in paragraph 37.

38. Defendant denies the allegations set forth in paragraph 38.

39. Defendant denies the allegations set forth in paragraph 39.

40. Defendant denies the allegations set forth in paragraph 40.

AS FOR PLAINTIFF'S SECOND CAUSE OF ACTION
(Intentional Interference with Contractual Relations)

41. In answer to the allegations set forth in paragraph 41, defendant repeats its answers to the allegations set forth in paragraphs 1 through 40 as if set forth at length herein.

42. Defendant denies the allegations set forth in paragraph 42 as to defendant, Kenseal, and lacks knowledge or information sufficient to form a belief as to the balance of the allegations.

43. Defendant denies the allegations set forth in paragraph 43.

44. Defendant denies the allegations set forth in paragraph 44.

45. Defendant denies the allegations set forth in paragraph 45.

46. Defendant denies the allegations set forth in paragraph 46.

FIRST AFFIRMATIVE DEFENSE

Defendant, Kenseal, lacks sufficient market power to influence the market.

SECOND AFFIRMATIVE DEFENSE

Defendant, Kenseal, did not engage in any discussions with Pecora regarding Screws & More.


THIRD AFFIRMATIVE DEFENSE

Defendant, Kenseal, sells minimal product in the greater New York area and is not a competitor of Screws & More.

WHEREFORE, defendant demands judgment dismissing the Complaint and awarding defendant attorney fees, costs of suit and such other relief as the Court deems just under the circumstances.

MARCUS, BRODY, FORD,
KESSLER & SAHNER, L.L.C.
Attorney for Defendant, Kenseal
Construction Products Corp.

By: _____


TODD M. SAHNER

Dated: June 8, 2007